

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION**

ROSALINA AYUYU DALAL

CASE NO. 2:20-CV-00144

VERSUS

JUDGE JAMES D. CAIN, JR.

**UNITED SPECIALTY INSURANCE CO
ET AL**

MAGISTRATE JUDGE KAY

MEMORANDUM RULING

Before the Court is a “Motion for Summary Judgment by Eugene V. Bargeman and Technology Insurance Company, Inc.”¹ (Doc. 9) wherein Defendants Eugene V. Bargeman and Technology Insurance Company, Inc. move to be dismissed from this lawsuit due to Bargeman’s lack of negligence in the rear-end collision that is the subject of this lawsuit. As of this date, Plaintiff has not filed any objection to this motion.²

On November 9, 2020, the Magistrate Judge issued a Report and Recommendation³ regarding a Motion to Remand⁴ wherein she recommended that Defendant Bargeman be dismissed for improper joinder based on deposition testimony and a stipulation of sole liability of Defendant William Porter who struck Mr. Bargeman’s vehicle from the rear causing Bargeman’s vehicle to strike Plaintiff’s vehicle. Specifically, the Magistrate Judge concluded that because Plaintiff had failed to plead facts to give rise to a negligence claim

¹ Technology Insurance Company, Inc. is the alleged liability insurer for Mr. Bargeman. Plaintiffs’ First Amending and Supplemental Petition for Damages, ¶ VII(a), Doc. 1-1.

² On March 3, 2020, the Court granted a Motion to Continue Hearing for Defendant Eugene v. Bargeman and Technology Insurance Company, Inc.’s Motion for Summary Judgment until 60 days after the deposition of defendant, William Porter; the motion was to be re-fixed upon motion of either party. Doc. 14. Neither party has requested that the motion be re-fixed.

³ Doc. 31.

⁴ Doc. 11.


against Bargeman, there was no reasonable basis to predict that state law would impose liability upon him.⁵ Plaintiff filed no objection to the Report and Recommendation. The undersigned adopted the Report and Recommendation and dismissed Mr. Bargeman from the lawsuit.⁶

Because Mr. Bargeman has been dismissed, the Court further finds that there is no basis for liability against Mr. Bargeman's liability insurer, Defendant Technology Insurance Company, Inc.

CONCLUSION

The motion for summary judgment will be granted as to Defendant Technology Insurance Company, Inc. Furthermore, because Mr. Bargeman has already been dismissed, to that extent, the motion for summary judgment will be denied as moot.

THUS DONE AND SIGNED in Chambers on this 14th day of December, 2020.



JAMES D. CAIN, JR.
UNITED STATES DISTRICT JUDGE

⁵ Doc. 31, p. 7.

⁶ Doc. 32.